

## PARSEC TRADING CORP

ADMINISTRATION OFFICE  
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BERMUDA

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September 15, 2008

Lehman Brothers Special Financing Inc  
1271 Sixth Avenue, 43<sup>rd</sup> Floor  
New York NY 10020-1300  
Fax 646-758-4124

Re: Notice designating an Early Termination Date

Dear Sirs:

Reference is made to the 1992 ISDA Master Agreement, dated as of April 21, 1997, between Parsec Trading Corp. ("Parsec") and Lehman Brothers Special Financing Inc (the "Counterparty") (as amended, supplemented or modified, and including all schedules, annexes and exhibits thereto, and all confirmations exchanged pursuant to Transactions entered into in connection therewith, the "Master Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

Parsec hereby gives notice that the Counterparty's Credit Support Provider Lehman Brothers Holding Inc. has become insolvent. This event constitutes an Event of Default under Section 5(a)(vii) of the Master Agreement.

Accordingly, pursuant to Section 6(a) of the Master Agreement, Parsec hereby designates September 15, 2008 as the Early Termination Date, which date occurs on or following the day on which this notice is effective but not more than 20 calendar days from the day on which this written notice is effective in respect of all outstanding Transactions under the Master Agreement.

The consequence of the designation of an Early Termination Date is that:

- (a) no further payments or deliveries under Section 2(a)(i) or 2(e) of the Master Agreement will be required to be made in respect of the Transactions under the Master Agreement; and
- (b) the amount, if any, payable in respect of the Early Termination Date shall be determined pursuant to Section 6(e) of the Master Agreement.

Parsec hereby reserves the right to exercise from time to time any additional rights, powers or privileges and/or remedies that Parsec has and/or to which Parsec is entitled under the Master Agreement or under any

EXHIBIT

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other agreement between Parsec and the Counterparty or otherwise. In addition to the aforementioned Event of Default, other Events of Default, Potential Events of Default and Termination Events may have occurred under the Master Agreement, and may occur from time to time after the date hereof.

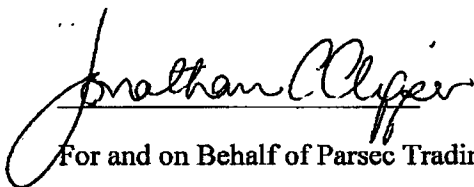
Neither this notice nor any failure or delay by Parsec, or any of Parsec's Affiliates in exercising any right (including any right of Set-off), power, privilege or remedy in respect of the Master Agreement, any other agreement between Parsec or any of Parsec's Affiliates and the Counterparty or any of the Counterparty's Affiliates or applicable law will be deemed to constitute a waiver or forbearance of any such right, power, privilege or remedy.

In addition, any acceptance by Parsec or any of Parsec's Affiliates of performance from, or performance by, Parsec or any of Parsec's affiliates to the Counterparty under the Agreement, any other agreement between Parsec or any of Parsec's Affiliates to the Counterparty or any of the Counterparty's Affiliates or otherwise (including, without limitation, the rollover, or entry into, of any transactions under, or amendments, supplements, or modifications to, any agreement or otherwise), or any delay in exercising any remedies Parsec or any of Parsec's Affiliates may have, shall not constitute a waiver or forbearance of any rights or remedies Parsec or any of Parsec's Affiliates may have.

Please be advised that no verbal communication from or on behalf of Parsec or any of Parsec's Affiliates by any party shall constitute any agreement, commitment, or evidence of any assurance or intention of Parsec or any of Parsec's Affiliates with respect to the subject matter hereof. Any agreement, commitment, assurance, or intention of Parsec or any of Parsec's Affiliates shall be effective only if in writing and duly executed on behalf of Parsec or such Affiliate.

In accordance with Section 12(a) of the Master Agreement and Part 4(a) of the Schedule to the Master Agreement, this notice is being delivered in person during normal business hours and will be deemed effective on the date of delivery.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jonathan C. Clipper". The signature is fluid and cursive, with a large initial "J" and "C".

For and on Behalf of Parsec Trading Corp

Jonathan C. Clipper, Director